

STATE OF LOUISIANA
Department of Transportation and Development

REQUEST FOR PROPOSALS
FOR
State Project No. 701-65-0730
F.A.P. No. STP-9905(515)
Project Management Training Program
Leading to
Project Management Institute (PMI) Certification

July 14, 2006

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1.0 GENERAL INFORMATION

This Request for Proposals (RFP) is issued by the Louisiana Department of Transportation and Development (herein referred to as the DOTD) to Consulting Firms interested in providing Project Management (PM) training for DOTD employees and others. One Prime-Consultant (Consultant) will be selected for this contract. The Consultant may not subcontract the specified services without the written agreement of DOTD.

DOTD desires to improve the project management skills and abilities of its staff engaged in major transportation and infrastructure projects. As part of this effort, DOTD is seeking to develop a comprehensive training program based on the concepts contained in the Project Management Institute (PMI) "A Guide to the Project Management Body of Knowledge, Third Edition (PMBOK®)". The training will prepare students to qualify for PMI certification.

DOTD desires to engage a PMI Registered Education Provider (REM), at (a minimum of) the PMI Global Provider level, to furnish training that will encompass the five PM process groups as well as the nine Knowledge Areas (described in greater detail later). The Consultant will establish a program that provides the specified tasks and services listed below.

DOTD will designate a Project Management Training Task Team (hereinafter referred to as the Task Team) for review and approval of course development and delivery.

1.1 *Scope of Services*

- A. General. The Consultant will design and develop materials for a number of custom training courses incorporating case studies and examples which are based on DOTD business processes and DOTD data to the extent possible. DOTD assumes that these courses will be a customization or adaptation of existing standard course offerings typically provided by the Consultant to the general public.
- B. The Consultant will deliver a pilot class for each of the custom training courses.
- C. This training program will be designed to provide a foundation of project management skills and position DOTD staff to pursue the Project Management Institute's Project Management Professional (PMP®) designation, which is now recognized worldwide as the capstone certification for project management professionals.
- D. Consultant will deliver additional classes of each course at the option of DOTD.

Specific Tasks: Specific tasks include, but are not limited to the following:

- (1) Learning Objectives: Consultant will design and provide training on-site that will prepare students for certification testing by PMI as described above.

- (2) The training curriculum will cover all nine “Knowledge Areas” within the PMBOK including:
- (a) Project Integration Management
 - (b) Project Scope Management
 - (c) Project Time Management
 - (d) Project Cost Management
 - (e) Project Quality Management
 - (f) Project Human Resource Management
 - (g) Project Communications Management
 - (h) Project Risk Management
 - (i) Project Procurement Management
- (3) Consultant will furnish all training materials, instructor equipment, visual aides, handouts, surveys, tests, etc. Consultant will be responsible for all instructor travel and lodging arrangements. DOTD will manage attendance/student registration functions, furnish the classroom (including white board, projector screen, etc) and limited administrative and technical support.
- (4) The Consultant will provide a minimum of one qualified instructor in the room at all times.
- (5) The curriculum should be based on existing commercially available public course offerings, adapted and extended as appropriate to include DOTD specific processes and case study examples.
- (6) The curriculum for the DOTD staff will consist of a series of five classes. The first four courses will be designed to be 2-3 days in length, approximately 7 hours of classroom time per day, as indicated below (unless Consultant-proposed changes are specifically agreed to by DOTD). A fifth PMP certification examination preparation course will be developed and offered as the fifth course in the five-part series. Consultant will review the pilots for these courses with the DOTD Task Team as described in Task 2. All courses will be developed as ½ of one day (3 ½ hours classroom time) modules.
- (7) Consultant will develop and offer a sixth course for senior executives (details follow) that will last approximately ½ of one day and will introduce senior

leadership to Project Management concepts. Consultant will review the pilot for this course with the DOTD Task Team as described in Task 2. The course will be offered to senior leadership on two separate occasions, to facilitate their schedules. This course will provide senior executives of DOTD with an understanding of the concepts and nature of best practices in project management.

- (8) Concepts, tools and techniques which are presented in each course should be reinforced through demonstrations and structured exercises, based where possible on DOTD examples and case studies. In each course, DOTD staff should be given the opportunity to apply concepts, tools and techniques taught to actual project experiences or scenarios based on typical DOTD projects.
- (9) Each course (with the exception of the examination preparation course and the executive course) will require a pre-test and post-test administered by the Consultant. The tests may be in multiple-choice format and may be administered at the end of each course or at the end of each session of a course, as determined by Consultant. The purpose of the test is to determine mastery of the subject.
- (10) Courses 1 through 5 will be taught to the DOTD staff. Class size for courses 1 through 5 will be approximately 15 to 25 students per class. Consultant will develop course/series sequence and schedule with DOTD based on availability of students and classrooms. The schedule will permit up to three series of courses 1 through 5 within a maximum 12 month period from the date the contract is awarded.

1.2 Courses

Overview Course:

- **Course No. 1: Project Management Fundamentals - A Team Based Approach.** This course will be an overview/fundamentals course. The anticipated course duration is three days.
 - **Description:** Project Management Fundamentals will equip DOTD staff with practical project management knowledge and skills by describing processes, tools and techniques appropriate for initiating, planning, executing, monitoring, controlling and closing a project. This will include team development, team management and managing internal and external stakeholder relations. Internal stakeholders include the management and staff of the various technical disciplines involved in the project delivery process. External stakeholders include resource agencies, policy makers, permitting and review agencies and the general public among others. Consultant will provide each participant a

copy of *A Guide to the Project Management Body of Knowledge, Third Edition* (PMBOK®) together with a course notebook with references.

- This course will include knowledge of:
 - (a) Utilization of lessons learned
 - (b) Stakeholder expectations
 - (c) Development of the project charter
 - (d) Development of a preliminary scope of statement
 - (e) Requirements gathering techniques
 - (f) Development of a project scope statement
 - (g) Development of a work breakdown structure, a schedule and a budget
 - (h) Development of quality, communications and procurement plans
 - (i) Development of a risk response plan
 - (j) Utilization of an integrated change control system and configuration management
 - (k) Team building, team management and management of stakeholders
 - (l) Negotiating techniques and motivating techniques
 - (m) Performance measuring and tracking techniques
 - (n) Project close out techniques including interactive lessons learned
 - (o) Leading, facilitating, meeting and presenting techniques
 - (p) Effective listening, interviewing and conflict management
 - (q) Defining acceptance criteria, and exit criteria
- Required outcomes (students will be able to):
 - (a) Manage all phases of a project
 - (b) Create a comprehensive project management plan
 - (c) Engender team cohesiveness and commitment
 - (d) Effectively manage stakeholder expectations and issue logs
 - (e) Understand and utilizes critical path method
 - (f) Assure documentation of all project changes
 - (g) Effectively track and measure project performance
 - (h) Provide clearly understandable project reports
 - (i) Posses increased skills in operating in a multi project environment with conflicting demands on all team members
 - (j) Use techniques to empower and motivate project teams
 - (k) Be capable of facilitating “win-win” resolution of project conflicts
 - (l) Exercise proactive leadership

Concept Courses:

- **Course No. 2: Earned Value Technique for Project Performance Analysis.** The anticipated course duration is three days.

- (1) **Description.** The course will provide DOTD staff with the process tools and techniques to define project scope, create the project schedule and create a time phased project budget in a way that all three are woven into a coordinated project tracking and performance measurement system. It will be based on earned value technique as described in *A Guide to the Project Management Body of Knowledge Third Edition*.
 - (2) Concepts to be developed will include:
 - (a) Work breakdown structure best practices
 - (b) The establishment of work packages
 - (c) The definition, sequencing and duration estimating of project activities
 - (d) Building network diagrams
 - (e) Establishing project cost accounts and account owners
 - (f) Multiple techniques for measuring progress
 - (g) Performing variance analysis and
 - (h) Projecting project completion costs
 - (3) Required outcomes:
 - (a) Ability to engage all team members in effective planning
 - ~~(b) Realistic assessment of progress on project work~~
 - (c) Generation of timely reports on project performance
 - (d) Managing by exception
 - (e) Effective forecasting capabilities
 - (f) Objective methods of accountability
- **Course No. 3: Project Quality Management.** The anticipated course duration is two days.

- (1) **Description.** This course will provided DOTD staff with the process tools and techniques to assure that DOTD projects will incorporate continuous improvement through all projects. It will further develop the quality concepts introduced in the Fundamentals of Project Management Course.
- (2) Concepts to be developed will include:
 - (a) Quality planning
 - (b) Benchmarking
 - (c) Design of experiment
 - (d) Flow Charting
 - (e) Cost of quality
 - (f) Quality Assurance
 - (g) Quality control
 - (h) Statistical analysis
 - (i) Sampling

- (j) Pareto principle
- (k) Trends analysis
- (l) Design review

(3) Required outcomes:

- (a) Effective quality planning for each project
- (b) Built in quality assurance for each project
- (c) Team awareness of quality concepts
- (d) Continuous improvement of project management
- (e) Continuous improvement of DOTD designs

- **Course No. 4: Project Risk Management.** The anticipated course duration is two days.

- (1) **Description.** This course will provide DOTD staff with process tools and techniques to identify, analyze, and respond to potential project threats and opportunities. It will equip the staff to monitor and control project risks and opportunities as delineated in the risk response plan. It will further develop the concepts introduced in the Fundamentals of Project Management Course.

(2) Concepts to be developed will include:

- (a) A general understanding of the unique aspect of risks on projects
- (b) Assessing the relative level and visibility of risks for particular projects
- (c) Techniques for identifying potential risks and opportunities
- (d) Tools and techniques for qualitative risk analysis
- (e) Impact assessment matrices
- (f) Sensitivity analysis
- (g) Decision tree
- (h) Three point analysis
- (i) Program evaluation and review technique
- (j) Monte Carlo Simulations
- (k) Preventive measures
- (l) Mitigation, transference and acceptance

(3) Required outcomes:

- (a) Increased consciousness of project risks
- (b) Risk response plans for every project
- (c) Pro active rather than crisis risk management
- (d) More “in project” risk reassessments
- (e) Ways of overcoming unfound risk basis

- **Course No. 5: Project Management Professional Exam Preparation Crash Course.** The anticipated duration of this course is two days.

(1) **Description.** This course will enable DOTD staff who have completed courses one through four to be prepared to take the Project Management Institute Professional Certification Examination. It will not contain any exercises and will focus on test specific content with an emphasis on the more difficult concepts, mathematical issues, tools and techniques.

- **Course No. 6: Senior Executives and Project Management.** The anticipated course duration is one half (1/2) day.

(1) **Description.** This course will provide senior executives of DOTD with enough understanding of the nature of best practices in project management to support effective projects. It will also introduce them to concepts behind scheduling, tracking and forecasting techniques and formats to help them interpret reports generated as a result of the training.

(2) Topics to be presented will include:

- (a) The role of the organization in successful projects
- (b) The potential for functional executives to hinder project performance
- (c) The pressure of multiple projects and functional demands
- (d) The critical role of team planning in project success
- (e) A basic understanding of:
 - (i) Work Breakdown Structure
 - (ii) Schedule reports
 - (iii) Earned Value Analysis
- (f) The necessary interfaces with accounting and projects
- (g) Project empowerment

(3) Required outcomes:

- (a) Support for participation in planning activities
- (b) Rational decisions from the top on resource allocation
- (c) Effective interpretation of project reports
- (d) Clarity on project status
- (e) Anticipation of cost and schedule problems

1.3 Task Details

A. Task 1 - Finalization of Detailed DOTD Project Management Training Curriculum

- (1) This task involves the consultant developing a straw man training curriculum using the elements of PMBOK® and the general outline of the curriculum in this scope of work and then conducting a one day workshop with a multi-disciplinary DOTD project management training curriculum task team to review and revise the curriculum as appropriate.
- (2) The steps in this task will include:
 - (a) Conducting a project initiation meeting with DOTD's designated Project Manager to finalize the project work plan for this task.
 - (b) Planning for, preparing and conducting a project kick-off meeting with the DOTD task team to initiate the effort.
 - (c) Conducting up to five (5) two hour interviews with the members of the DOTD task team to help clarify DOTD project management training requirements.
 - (d) Developing the draft DOTD Project Management Training Curriculum and submitting it to the DOTD task team for review and comment.
 - (e) Conducting a one (1) day workshop to review the Project Management Training Curriculum with the DOTD task team.
 - (f) Updating and finalizing the Project Management Training Curriculum based on DOTD input.
 - (g) Project Management of this task order effort.
- (3) It is envisioned that this Project Management Training Curriculum will contain the following elements:
 - (a) A statement listing each DOTD user group (DOTD will give this information to the Consultant) within the DOTD project delivery process to be trained through this program.
 - (b) Detailed definition and course outline for each of the courses to be developed in the training program.
 - (c) Definition of course delivery approaches, materials and mediums by which courses will be delivered. This will include determining the types/nature of case studies to be incorporated into the classes.
 - (d) Recommendations for appropriate course sequencing for staff participating in the program.

- (e) Identification of any potential prerequisites for courses.
 - (f) Establishing standards for course materials and the development of these materials.
- (4) Based on consultant selection and issuance of the notice to proceed, it is anticipated that the Detailed Project Management Training Curriculum will be completed and approved by DOTD within 30 calendar days.

B. Task 2 – Course Design, Development and Pilot Delivery of DOTD Staff Courses and Executive Course.

- (1) This task involves the Consultant designing and developing the course materials, and managing and delivering a pilot course for the course components of the approved Project Management Training Curriculum.
- (2) The steps in this task will include:
 - (a) Develop the course materials, including the case studies/examples developed and ~~approved as part of the Project Management Training Curriculum established during Task 1,~~ for the classroom offering of the courses and providing to DOTD for review.
 - (b) Update and finalizing the course materials for the classroom offering based on DOTD input. A workshop with the DOTD task team may be conducted at the consultant's option to review and discuss DOTD's feedback on the course materials.
 - (c) Planning, preparing and conducting pilot classes for the courses. The pilots will be taught in a fully equipped classroom at the Louisiana Transportation Research Center (LTRC) Transportation Training and Education Center (TTEC) or similar DOTD owned or contracted facility within the Baton Rouge metropolitan area. The consultant will provide a minimum of one qualified instructor in the room at all times. Up to 15 DOTD staff members will participate in the pilots. The scheduling of the class, registration of participants and other logistics will be performed by LTRC staff in coordination with the consultant.
 - (d) Conduct a de-briefing workshop with pilot class participants to obtain input on course content and delivery approaches.
 - (e) Update the classroom-based course materials based on input received from DOTD through the debriefing workshop.

(f) Finalize the classroom course materials and obtaining DOTD sign-off of the classroom based course material.

(g) Project Management of this task order effort.

(3) If DOTD determines that any pilot fails to meet the training requirements set forth in this or subsequent contract documents, and in particular the “required outcomes” listed in the course descriptions above, the Consultant will offer additional pilot classes, at no additional cost to DOTD, until DOTD is satisfied that the course meets minimum training requirements.

C. Consultant is expected to complete Task 1 and Task 2 within 90 days of the date DOTD issues the Notification to Proceed.

D. Delivery of Project Management Training Courses.

(1) This task involves the consultant delivering the course materials for the course components of the approved Project Management Training Curriculum.

~~(2) The steps for this task will include:~~

(a) Planning, preparing and conducting classes for the courses. The classes will be taught in a fully equipped classroom at the Louisiana Transportation Research Center (LTRC) Transportation Training and Education Center (TTEC) or similar DOTD owned or contracted facility within the Baton Rouge metropolitan area. The consultant will provide a minimum of one qualified instructor in the room at all times. The scheduling of the class, registration of participants and other logistics will be performed by DOTD staff in coordination with the consultant.

(b) Project Management of this task order effort.

1.4 DOTD (LTRC/TTEC) Responsibilities

The DOTD will provide the following services and facilities:

A. Make all arrangements for the announcement of the course and the selection of students to attend the courses, and advise students regarding their admission and details pertaining to course schedule, dates, arrangements, and accommodations. Students will be advised to bring a calculator and writing materials.

B. Prepare a roster of names, titles, and addresses of students accepted for admission to the courses.

- C. Provide a limited amount of clerical support that may be necessary during the conduct of the course. Note: DOTD will not provide duplicating services to the Consultant.
- D. Provide suitable classroom space to accommodate the maximum number of students to be admitted in the course presentation, without financial obligation on the part of the Consultant. The classroom facilities will include adequate visual aid equipment, including an overhead transparency projector, a computer projector, and a projection screen. Table seating (typically six to eight-foot long banquet-type tables) will be provided.

1.5 *Project Deliverables*

- A. The consultant will deliver to DOTD in electronic format all course materials and on-line tutorial components, as well as other working papers according to standards to be defined as part of the training curriculum.
 - B. All course and tutorial components developed specifically for DOTD under tasks 1 and 2, will be delivered to DOTD unencumbered by any copyright rules/laws. DOTD agrees to use the materials for internal use only.
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1.6 *Project Manager*

The DOTD Project Manager is Mr. Glynn Cavin; he may be reached at (225) 767-9112.

2.0 ADMINISTRATIVE INFORMATION

2.1 *Expected Time Period for Contract*

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about **October 1, 2006** and to continue through **September 30, 2007**.

2.2 *RFP Coordinator*

Requests for copies of the RFP and written questions must be directed to the RFP Coordinator listed below:

Mr. Edward R. Wedge, III, P.E.
Consultant Contract Services Administrator
1201 Capitol Access Road, **Room 405-T**
Baton Rouge, LA 70802-4438 or
Post Office Box 94245
Baton Rouge, Louisiana 70804-9245
Telephone: (225) 379-1989
Fax: (225) 379-1859

This RFP is available in electronic form at <http://webmail.dotd.state.la.us/AgreStat.nsf/WebView?OpenPageand> <http://wwwsrch2.doa.state.la.us/osp/lapac/pubmain.asp>, or in printed form by submitting a written request to the RFP Coordinator.

2.3 *Proposer Inquiries*

DOTD will consider written proposer inquiries regarding RFP requirements or Scope of Services before the date specified in the Calendar of Events. DOTD reserves the right to modify the RFP should a change be identified that is in the best interest of DOTD.

To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the above address or via fax by 3:00 p.m. CST on the date specified in the Calendar of Events. Any and all questions directed to the RFP Coordinator will be deemed to require an official response. Official responses to each of the questions presented by the proposer will be posted on the DOTD Consultant Contract Services and LaPAC websites as an Addendum to the RFP by the deadline shown in the Calendar of Events.

2.4 *Notice of Intent to Submit*

A written Notification of Intent to Submit must be received by the RFP Coordinator by the submission deadline shown in the Calendar of Events.

2.6 *Calendar of Events*

| <u>Event</u> | <u>Date</u> |
|---|--------------------|
| Advertise RFP and mail public announcements | July 14, 2006 |
| Deadline for written notification of intent to submit | July 21, 2006 |
| Deadline for receiving proposer inquiries | August 4, 2006 |
| Issue responses to proposer inquiries | August 11, 2006 |
| Proposal submission deadline | August 28, 2006 |
| Announce Award of "Successful proposer" | September 5, 2006 |
| Contract execution | October 1, 2006 |

NOTE: DOTD reserves the right to amend and/or change this schedule of RFP activities, as it deems necessary.

3.0 PROPOSAL INFORMATION

3.1 *Proposal Response Location*

Proposers who are interested in providing consulting services under this RFP must submit all proposals containing the information specified in Section 4.0. The fully completed original proposal with original signatures by an authorized representative must be received in hard copy (printed) version by the RFP Coordinator designated above by the deadline date specified in the Calendar of Events. Fax or e-mail submissions are not acceptable.

3.2 *Determination of Responsibility*

Determination of the proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34: 136. DOTD must find that the selected proposer:

- ✓ Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- ✓ Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- ✓ Is able to comply with the proposed or required time of delivery or performance schedule;
- ✓ Has a satisfactory record of integrity, judgment, and performance; and
- ✓ Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

3.3 *Qualifications of Proposer*

The following qualifications must be met at the time of submittal:

The proposer must have previous documented project experience in the design, development and delivery of customized project management training for state departments of transportation, other government public works and capital program delivery agencies, or construction management and engineering services firms.

The Proposer should ensure that their proposals contain sufficient information for DOTD to make its determination by presenting acceptable evidence of the above to perform the services called for by the contract.

3.4 *Revisions to the RFP*

DOTD reserves the right to change the calendar of events or revise any part of the RFP by issuing an addendum to the RFP at any time.

3.5 *Waiver of Administrative Informalities*

DOTD reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

3.6 *Proposal Rejection*

Issuance of this RFP in no way constitutes a commitment by DOTD to award a contract. DOTD reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this announcement if it is determined to be in DOTD's best interest.

3.7 *Withdrawal and Re-submission of Proposal*

A proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFP Coordinator.

3.8 *Subcontracting Information*

DOTD shall have a single Prime-Consultant as the result of any contract negotiation, and that Prime-Consultant shall be responsible for all deliverables referenced in the RFP or proposal. This general requirement notwithstanding, Consultants may enter into Sub-Consultant arrangements, however the Prime-Consultant should acknowledge in their proposal total responsibility for the entire contract.

If the proposer intends to subcontract for portions of the work, the proposer should include specific designations of the tasks to be performed by the Sub-Consultant. Information required of the proposer under the terms of this RFP is also required for each Sub-Consultant. Unless provided for in the contract with DOTD, the Prime-Consultant shall not contract with any other party for furnishing any of the work and professional services herein contracted for without the express written approval of DOTD.

3.9 *Ownership of Proposal*

All materials submitted in response to this request become the property of DOTD. Selection or rejection of a proposal does not affect this right.

3.10 *Proprietary Information*

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Record Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

3.11 *Cost of Preparing Proposals*

DOTD is not liable for any costs incurred by prospective Consultants prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the proposer in responding to this RFP are entirely the responsibility of the proposer, and shall not be reimbursed in any manner by DOTD.

3.12 Errors and Omissions in Proposal

DOTD will not be liable for any errors in proposals. DOTD reserves the right to make corrections or amendments due to errors identified in proposals by DOTD or the proposer. DOTD, at its option, has the right to request clarification or additional information from the proposers.

3.13 Contract Award and Execution

DOTD reserves the right to enter into a Contract without further discussion of the proposal submitted based on the initial offer received. DOTD reserves the right to contract for all or a partial list of services offered in the proposal.

The RFP and proposal of the selected proposer will become part of any contract initiated by DOTD.

The selected proposer will be expected to enter into a contract which is basically the same as the sample contract included in Attachment IV. In no event is a proposer to submit its own standard contract terms and conditions as a response to this RFP. The proposer should submit with their proposal any exceptions or exact contract deviations that their firm wishes to negotiate. Negotiations may begin with the announcement of the selected proposer.

If the contract negotiation period exceeds ten working days or if the selected proposer fails to sign the final contract within ten working days of delivery of it, DOTD may elect to cancel the award and award the contract to the next-highest-ranked proposer.

3.14 Code of Ethics

Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. Ethics issues are interpreted by the Louisiana Board of Ethics.

4.0 RESPONSE INSTRUCTIONS

4.1 Proposal Submission

One original (**stamped original**) shall be, and four copies of the proposal should be, submitted to DOTD. Any proposer failing to submit any of the mandatory information requested in this RFP will be considered non-responsive.

The proposal will be identified with the State Project No. **701-65-0730** and will be submitted **prior to 3:00 p.m. CST on August 28, 2006**, by hand delivery or mail addressed to:

Mr. Edward R. Wedge, III, P.E.
Consultant Contract Services Administrator
1201 Capitol Access Road, **Room 405-T**
Baton Rouge, LA 70802-4438 or

Post Office Box 94245
Baton Rouge, Louisiana 70804-9245
Telephone: (225) 379-1989
Fax: (225) 379-1859

The proposal must be signed by those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted.

It is solely the responsibility of each proposer to assure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals, which for any reason are not received timely, will not be considered.

4.2 *Cover Letter*

A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer.

4.3 *Proposal Format*

The proposer should submit a proposal as specified in Attachment I which shall include adequate information that the proposer has the appropriate experience and qualifications to perform the scope of services as described herein. The proposer should submit a work plan reflecting their understanding of the project. The proposer should respond to all areas requested.

4.4 *Price Proposal*

The proposer should submit a Price Proposal (Attachment II) to perform the services shown in the Scope of Services.

4.5 *Certification Statement*

The proposer must sign and submit the Certification Statement shown in Attachment III.

5.0 EVALUATION AND SELECTION

5.1 *Evaluation Team*

The evaluation of proposals will be accomplished by the Project Selection Committee, which will determine the proposal most responsive and advantageous to DOTD.

5.2 *Administrative and Mandatory Screening*

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals found not to be in compliance will be rejected from further consideration.

5.3 *Evaluation and Review*

Each proposal will be rated for categories one through five, with 0 being the lowest score and the highest possible score shown for each category.

Unit prices for course design and development will be totaled. Unit prices for delivery of courses will be multiplied by the number of courses to be delivered for each. These subtotals will be totaled. (Unit prices for additional classes will not be included in the cost evaluation.) The totals will be added to determine a total proposal price. Each proposer will receive a price score computed as follows:

$$\text{Price Score} = \frac{\text{Lowest Proposed Total Price} \times 25}{\text{Consultant's Proposed Total Price}}$$

| CATEGORY | HIGHEST POSSIBLE SCORE |
|---|-------------------------------|
| 1) Firm experience on similar projects | 25 |
| 2) Proposed course designers and developers experience as related to the course designs | 15 |
| 3) Proposed trainers experience as related to course training | 15 |
| 4) Consultant's proposed project work plan and approach for Tasks No. 1, 2, and 3. | 20 |
| 5) Price | 25 |
| Total | 100 |

All proposals will be evaluated as indicated for Items 1-5. The firm's ratings in each category will be added to arrive at the total proposer's score. The individual team member rating, for their part of the contract proportional to the amount of their work (based on the proposed cost), will then be added to arrive at the proposer's final rating.

The Project Selection Committee will compile the scores and make a recommendation to the secretary based on highest score. The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

5.4 *Announcement of Successful Proposer*

DOTD will notify the successful proposer and proceed to negotiate terms for final contract. Unsuccessful proposers will be notified in writing accordingly.

6.0 **CONSULTANT REQUIREMENTS**

6.1 *Corporation Requirements*

Upon the award of the contract, if the Consultant is a corporation not incorporated under the laws of the State of Louisiana, the Consultant shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Secretary of State of Louisiana prior to the execution of the contract. Upon the award of the contract, if the Consultant is a for-profit corporation whose stock is not publicly traded, the Consultant shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

6.2 Compensation

Compensation to the Consultant for the services rendered for this Project shall consist of the proposed price by the Consultant for all services for a period of one year, payable in installments as specified in 6.3, Billing and Payment.

6.3 Billing and Payment

Payments to the Consultant for services rendered shall be made monthly based on a certified invoice directly proportional to the percentage of completed work as shown in the monthly progress schedule **developed during the initial scoping meeting with the DOTD Project Manager and the selected Consultant**. The monthly progress schedule shall: a) show in detail the status of the work; b) be subdivided into appropriate Tasks with unit prices for each Task, and c) be of a form and with a division of items as approved by DOTD. The allowable costs shall be in accordance with the cost principles and procedures set forth in 48 CFR 31, as appropriate.

The monthly invoice, reflecting the amount and value of work accomplished to the date of such submission less five percent for retainage, shall be submitted directly to the Project Manager. The retainage shall be released following completion of the work for each Task, or upon written authorization by the DOTD Consultant Contract Services Administrator. The invoice shall also show the total of previous payments-on-account to this Contract, and the amount due and payable as of the date of the current invoice.

Upon receipt of each invoice, DOTD shall pay the amount due within 30 calendar days, according to Louisiana R.S. 251.5.

6.4 Contract Terms & Conditions

The proposer will be required to enter into a Contract with DOTD that is basically the same as Attachment IV. Any changes to those terms will be negotiated if state law allows such negotiation.

6.5 Indemnification

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

Consultant shall be fully liable for the actions of its agents, employees, partners or Sub-Consultants and shall fully indemnify and hold harmless DOTD and its Authorized Users

from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Consultant, its agents, employees, partners or Sub-Consultants, without limitation; provided, however, that the Consultant shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of DOTD.

Consultant will indemnify, defend and hold DOTD and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against DOTD in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that DOTD shall give the Consultant: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Consultant's sole expense, and (iii) assistance in the defense of any such action at the expense of Consultant. Where a dispute or claim arises relative to a real or anticipated infringement, DOTD or its Authorized Users may require Consultant, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Consultant shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product; ii) Authorized User's use of the Product in combination with other products not furnished by Consultant; iii) Authorized User's use in other than the specified operating conditions and environment. In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Consultant believes that it may be enjoined, Consultant shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for DOTD the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to DOTD up to the dollar amount of the Contract.

For all other claims against the Consultant where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Consultant's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Consultant under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Consultant is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings. DOTD and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Consultant, retain such monies from amounts due Consultant, or may

proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

6.6 Confidentiality

All financial, statistical, personal, technical and other data and information relating to DOTD's operation which are designated confidential by DOTD and made available to the consultant in order to carry out this contract, or which become available to the Consultant in carrying out this contract, will be protected by the Consultant from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to DOTD. The identification of all such confidential data and information as well as DOTD's procedural requirements for protection of such data and information from unauthorized use and disclosure will be provided by DOTD in writing to the Consultant. If the methods and procedures employed by the Consultant for the protection of the Consultant's data and information are deemed by DOTD to be adequate for the protection of DOTD's confidential information, such methods and procedures may be used, with the written consent of DOTD, to carry out the intent of this paragraph. The Consultant will not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Consultant's possession, is independently developed by the consultant outside the scope of the contract, or is rightfully obtained from third parties. Under no circumstance is the Consultant to discuss and/or release information to the media concerning this project without prior express written approval of the DOTD.

ATTACHMENT I PROPOSAL FORMAT

1. Executive Summary

This section should serve to introduce the purpose and scope of the proposal. It should include administrative information including, at a minimum, response date, proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of one year from the date of submission. This section should include a summary of the proposer's qualifications and ability to meet the DOTD's overall requirements.

It should include a positive statement of compliance with the contract terms. If the proposer cannot comply with any of the contract terms, an explanation of each exception must be supplied. The proposer must address the specific language in Attachment IV and submit whatever exceptions or exact contract modifications that their firm may seek to the sample contract. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

2. Corporate Background and Experience

A. In this section, the proposer should provide an overview of their firm (and any proposed subcontractors) and the firm's experience as it specifically relates to the following items:

- (1) Experience of the firm in the design, development and delivery of customized project management training for state departments of transportation, other government public works and capital program delivery agencies, and/or construction management and engineering services firms.
- (2) Other experience planning, designing, developing and executing custom statewide training programs for transportation or other public sector agencies.

B. The proposer should indicate whether or not it is certified by the Project Management Institute.

C. The proposer must also provide three (3) references for which work substantially similar to the proposed statement of work has been performed.

- (1) It is preferred that references be from state departments of transportation, other government public works and capital program delivery agencies, and/or construction management and engineering services firms.

- (2) For each reference, please provide the client name and a brief description of the work performed, along with a contact name, address, telephone number, and e-mail address.

DOTD reserves the right to contact references to verify information in the proposal.

3. Proposed Project Staff

- A. In this section, the proposer should identify their proposed project organization and staffing. The proposer should identify a Project Manager, who will act as a single point of contact with DOTD. The proposer should also identify other staff expected to assist on this project based on the proposed timeframes outlined by DOTD.
- B. Resumes should be included for all proposed staff with the staff person's anticipated assignment clearly identified (Project Manager, Course Designer/Developer, Instructor, etc) and indicating their previous experience with the design, development and delivery of customized project management training.
- C. Consultant will only use those instructors listed in the proposal for any classes. If the Consultant is faced with unusual and compelling reasons beyond his control forcing use of substitute instructors not listed, the Consultant may submit a written request for approval of substitute instructors to the DOTD Project Manager, who will review the request and approve/disapprove as appropriate. Resumes for the substitute instructors must be included with the substitution request. If in the sole opinion of the DOTD Project Manager the request lacks merit and he subsequently denies the request, and the Consultant fails to deliver the courses for lack of instructors, the Consultant will be held responsible for failing to complete the contract.
- D. A preference will be given for proposed staff that has previous documented project experience in the design, development and delivery of customized project management training for state departments of transportation, other government public works and capital program delivery agencies, and construction management and/or engineering services firms.

4. Approach and Methodology

Proposers should provide:

- A. Proposer's understanding of the nature of the project and how their proposal will best meet the needs of the DOTD.

- B. The proposer should provide a work plan illustrating how project activities will be performed within the requested timeframes for Task #1, #2 and #3.
- C. The proposer should address proposed staff loadings for each of the tasks, and highlight any critical assumptions underlying the technical aspects of their proposal.
- D. Proposers should define their functional approach in identifying the tasks necessary to meet requirements.
- E. Provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, staffing.

5. Cost Information

- A. The proposer shall provide a unit price for the design and development of each course, one through six, and a unit price for the delivery of each ½ (half) day of a course, one through six. Course delivery unit prices shall be used if DOTD requests additional classes above and beyond the number specified in the RFP. Unit prices shall be inclusive of all costs including travel, supplies, equipment, visual aids, handouts, surveys, tests, and all other project expenses. The proposer should use Attachment II to submit pricing information.

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- B. If a sub-consultant will be used, clearly identify any sub-consultant arrangements.

6. Administrative Information

Provide a completed Certification Statement as shown in Attachment III

ATTACHMENT II - PRICE PROPOSAL

I/We propose to furnish all course designers, developers, and trainers; training materials; instructor equipment; visual aides; handouts; surveys; tests; travel; and all incidentals necessary to design and develop, and deliver each ½ day module training course, as outlined in this RFP, for the sum of:

| Course No. | Price for Course Design and Development | Price for Delivery of Courses | | Price per Additional Course |
|-------------|---|-------------------------------|------------------------|-----------------------------|
| | | No. of Courses | Price per ½ day Course | |
| 1 | \$ | 3 | \$ | \$ |
| 2 | \$ | 3 | \$ | \$ |
| 3 | \$ | 3 | \$ | \$ |
| 4 | \$ | 3 | \$ | \$ |
| 5 | \$ | 3 | \$ | \$ |
| 6 | \$ | 1 | \$ | \$ |
| Total Price | \$ | \$ | | |

NOTE: All expenses, including travel related expenses, shall be included in the price for course delivery.

Name of Firm: _____

Address of Firm: _____

Telephone Number: _____

Signature: _____

Name and Title: _____

Date: _____

ATTACHMENT III
CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT. DOTD requests that the proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below:
(Print Clearly):

Date: _____ Official Contact Name: _____

A. E-mail Address: _____

B. Facsimile Number with area code: (____) _____

C. US Mail Address: _____

D. Telephone Number: _____

Proposer certifies that the above information is true and grants permission to DOTD or Agencies to contact the above named person or otherwise verify the information I have provided.

By its submission of this proposal and authorized signature below, proposer certifies that:

- (1) The information contained in its response to this RFP is accurate;
- (2) Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
- (3) Proposer accepts the procedures, evaluation criteria, contract terms and conditions, and all other administrative requirements set forth in this RFP.
- (4) Proposer quote is valid for at least one year from the date of Consultant's signature below;
- (5) Proposer understands that if selected as the successful Consultant, he/she will have (#) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Proposer's Authorized Representative

DATE

**ATTACHMENT IV
SAMPLE
CONSULTING SERVICES CONTRACT**

**STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

**CONTRACT FOR SPECIAL SERVICES
STATE PROJECT NO. 737-99-0789
SAFETY PUBLIC INFORMATION CAMPAIGN
STATEWIDE**

On this _____ day of _____, 2005, the State of Louisiana through the Louisiana Department of Transportation & Development, hereinafter sometimes referred to as "DOTD", and **XXX, Inc., XXXXX Baton Rouge, Louisiana, 70809**, hereinafter sometimes referred to as "Consultant", do hereby enter into a Contract under the following terms and conditions.

Scope of Services

~~Attachment I details the Scope of Services and the Functional and Technical Requirements of the Consultant.~~

Substitution of Key Personnel

The Consultant's key personnel assigned to this Contract may not be removed, replaced, or substituted without the written consent of the DOTD. Consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any Consultant personnel become unavailable due to resignation, illness, or other factors outside of the Consultant's control, excluding assignment to a project outside of the Contract, the Consultant shall be responsible for providing an equally qualified replacement to avoid delays in completing tasks. Any such replacement of key personnel must be approved by DOTD.

Term of Contract

This Contract shall begin on **XXX 01, 200X**, and shall end on **XXX 31, 200X**, unless modified by an executed supplemental agreement. Notwithstanding the foregoing, in no event shall this Contract be valid until it has been approved, in writing, by the Director of the Office of Contractual review of the Division of Administration. Such approval authorizes a Contract term for not more than three years.

DOTD Furnished Resources

Mr. Glynn Cavin will serve as the DOTD Project Manager for this Contract. The DOTD Project Manager shall provide oversight of the activities conducted hereunder. Notwithstanding the Consultant's responsibilities for the performance of this Contract, the DOTD Project Manager shall be the principal point of contact on behalf of the DOTD and shall be the principal point of contact for Consultant.

Taxes

Consultant is responsible for payment of all applicable taxes from the funds to be received under this Contract. Consultant's federal tax identification number is XX-XXXXXX.

Compensation

Compensation to the Consultant for the services rendered for this Project shall consist of the proposed lump sum by the Consultant for all services for a period of one year, payable in monthly installments as specified in the Payment Terms.

Payment Terms

Payments to the Consultant for services rendered shall be made monthly based on a certified invoice directly proportional to the percentage of completed work as shown in the monthly progress schedule developed during the initial scoping meeting. The monthly progress schedule shall: a) show in detail the status of the work; b) be subdivided into appropriate Tasks with estimated percentages for each Task, and c) be of a form and with a division of items as approved by DOTD. The allowable costs shall be in accordance with the cost principles and procedures set forth in 48 CFR 31, as appropriate.

The monthly invoice, reflecting the amount and value of work accomplished to the date of such submission less five percent for retainage, shall be submitted directly to the Project Manager. The retainage shall be released following completion of the work for each Phase, or upon written authorization by the DOTD Consultant Contract Services Administrator. The invoice shall also show the total of previous payments-on-account to this Contract, and the amount due and payable as of the date of the current invoice.

Upon receipt of each invoice, DOTD shall pay the amount due within 30 calendar days, according to Louisiana R.S. 48:251.5.

Termination for Cause

DOTD may terminate this Contract for cause based upon the failure of Consultant to comply with the terms and/or conditions of the Contract; provided that the DOTD shall give the Consultant written notice specifying the Consultant's failure. If within thirty (30) days after receipt of such notice, the Consultant shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the DOTD may, at its option, place the Consultant in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time specified in the solicitation shall constitute a default and may cause cancellation of the Contract. Where the DOTD has determined the Consultant to be in default, the DOTD reserves the right to obtain any or all products or services covered by the Contract on the open market and to charge the Consultant with cost in excess of the Contract price. Until such assessed charges have been paid, no subsequent proposal from the defaulting Consultant shall be considered.

Consultant may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the DOTD to comply with the terms and conditions of this Contract provided

that the Consultant shall give the DOTD written notice specifying the DOTD's failure and a reasonable opportunity for the DOTD to cure the defect.

Termination for Convenience

DOTD may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Consultant of such termination or negotiating with the Consultant an effective date. Consultant shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

Termination for Non-Appropriation of Funds

The continuation of this Contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the Contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

~~Indemnification & Limitation of Liability~~

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

Consultant shall be fully liable for the actions of its agents, employees, partners or Sub-Consultants and shall fully indemnify and hold harmless the DOTD and its authorized users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Consultant, its agents, employees, partners or Sub-Consultants, without limitation; provided, however, that the Consultant shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the DOTD.

Consultant shall indemnify, defend and hold the DOTD and its authorized users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the DOTD in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the DOTD shall give the Consultant: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Consultant's sole expense, and (iii) assistance in the defense of any such action at the expense of Consultant. Where a dispute or claim arises relative to a real or anticipated infringement, the DOTD or its authorized users may require Consultant, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Consultant shall not be obligated to indemnify that portion of a claim or dispute based upon: i) authorized user's unauthorized modification or alteration of a Product; ii) authorized user's use of the Product in combination with other products not furnished by Consultant; iii) authorized user's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Consultant believes that it may be enjoined, Consultant shall have the right, at its own expense and sole discretion as the authorized user's exclusive remedy to take action in the following order of precedence: (i) to procure for the DOTD the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the DOTD up to the dollar amount of the Contract.

For all other claims against the Consultant where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Consultant's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Consultant under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, ~~including lost data or records (unless the Consultant is required to back-up the data or records as part of the work plan)~~, even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The DOTD and authorized user may, in addition to other remedies available to them at law or equity and upon notice to the Consultant, retain such monies from amounts due Consultant, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

Contract Controversies

Any claim or controversy arising out of the Contract shall be resolved by the provisions of Louisiana Revised Statute 39:1524-26.

Fund Use

Consultant agrees not to use Contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

Ownership

All records, reports, documents and other material delivered or transmitted to the Consultant by DOTD shall remain the property of DOTD, and shall be returned by the Consultant to DOTD at

the Consultant's expense, at termination or expiration of this Contract. All records, reports, documents, or other material related to this Contract and/or obtained or prepared by the Consultant in connection with the performance of the services contracted for herein shall become the property of DOTD, and shall, upon request, be returned by the Consultant to DOTD, at the Consultant's expense, at termination or expiration of this Contract.

Assignment

No Consultant shall assign any interest in this Contract by assignment, transfer, or novation, without prior written consent of the DOTD. This provision shall not be construed to prohibit the Consultant from assigning to a bank, trust company, or other financial institution any money due or to become due from approved Contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the DOTD.

Right to Audit

The DOTD Auditor, State Legislative auditor, federal auditors and internal auditors of the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the Contract for a period of five (5) years from the date of the last payment made under this Contract. Records shall be made available during normal working hours for this purpose.

Contract Modification

No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

Confidentiality of Data

All financial, statistical, personal, technical and other data and information relating to the DOTD's operation which are designated confidential by the DOTD and made available to the Consultant in order to carry out this Contract, or which become available to the Consultant in carrying out this Contract, shall be protected by the Consultant from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the DOTD. The identification of all such confidential data and information as well as the DOTD's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the DOTD in writing to the Consultant. If the methods and procedures employed by the Consultant for the protection of the Consultant's data and information are deemed by the DOTD to be adequate for the protection of the DOTD's confidential information, such methods and procedures may be used, with the written consent of the DOTD, to carry out the intent of this paragraph. The Consultant shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Consultant's possession, is independently developed by the Consultant outside the scope of the Contract, or is rightfully obtained from third parties.

Sub-Consultants

The Consultant may, with prior written permission from the DOTD, enter into subcontracts with third parties for the performance of any part of the Consultants duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Consultant to the DOTD for any breach in the performance of the Consultant's duties.

Discrimination Clause

The Consultant agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the Consultant agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Consultant agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by the Consultant, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

Insurance

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-:VI. This rating requirement shall be waived for Worker's Compensation coverage only.

Consultant's Insurance: The Consultant shall not commence work under this Contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana state agency, shall be filed with the State of Louisiana for approval. The Consultant shall not allow any Sub-Consultant to commence work on his subcontract until all similar insurance required for the Sub-Consultant has been obtained and approved. If so requested, the Consultant shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Compensation Insurance: Before any work is commenced, the Consultant shall maintain during the life of the Contract, Workers' Compensation Insurance for all of the Consultant's employees employed at the site of the project. In case any work is sublet, the Consultant shall require the Sub-Consultant similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Consultant. In case any class of employees engaged in work under the Contract at the site of the project is not protected under the Workers' Compensation Statute, the Consultant shall provide for any such employees, and shall further provide or cause any and all Sub-Consultants to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance: The Consultant shall maintain during the life of the Contract such Commercial General Liability Insurance which shall protect him, the DOTD, and any Sub-Consultant during the performance of work covered by the Contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract, whether such operations be by himself or by a Sub-Consultant, or by anyone directly or indirectly employed by either or them, or in such a manner as to impose liability to the DOTD. Such insurance shall name the DOTD as additional insured for claims arising from or as the result of the operations of the Contactor or his Sub-Consultants. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

Insurance Covering Special Hazards: Special hazards as determined by the DOTD shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Consultant, or by separate policies of insurance in the amounts as defined in any Special Conditions of the Contract included therewith.

Licensed and Non-Licensed Motor Vehicles: The Consultant shall maintain during the life of the Contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the Contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

Sub-Consultant's Insurance: The Prime-Consultant may require that any and all Sub-Consultants, which are not protected under the Consultant's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Consultant.

Applicable Law

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

Code of Ethics

The Consultant acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Contract. The Consultant agrees to immediately notify the DOTD if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

Severability

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

Complete Contract

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this Contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

Order of Precedence

This Contract shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the Contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Proposal.
